

Sheet 2

# AGREEMENT

THIS AGREEMENT, made this 14 day of March, 1955, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated STATE, and the COUNTY OF PIMA acting by and through its BOARD OF SUPERVISORS, thereunto duly authorized, hereinafter designated COUNTY.

## RECITALS:

Under an agreement between the State and Pima County dated March 22, 1954, traffic signals were installed on the State Highway system at the intersection of US Rt. 89 & the Hughes Aircraft Plant access road south of Tucson, and

WHEREAS, it is now necessary to revise and make additions to the existing signals, the parties hereto for their mutual benefit desire to cooperate in the installation and maintenance of the additional materials and apparatus necessary to revise the existing signals in the manner as hereinafter stated, and

WHEREAS, ample funds have been provided and set aside by the State in AFE 0128 to defray the State's share of the cost of the work, and

WHEREAS, it is the desire of the parties hereto to proceed with the work and set out in writing their understandings and agreements pursuant to which the said work shall be performed, completed and paid for and subsequently maintained.

## AGREEMENT:

### ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the County agrees:

1. To furnish all labor and equipment necessary to install in a good and workmanlike manner, in accordance with the Plans and signal layout, dated February 4, 1955 and specifications as called for in the Traffic Signal Project Book and the Standard Specifications of the Arizona Highway Department, Edition of 1948, applicable, which Traffic Signal Specifications and Standard Specifications are made a part hereof, all the electrical materials and apparatus necessary to revise and make additions to the existing signals including all necessary concrete work, excavation, backfill, pavement and sidewalk cut and replacement and painting.

2. To provide and set aside sufficient funds to defray the County's share of the construction cost of the work.

3. To provide and set aside each year sufficient funds for the complete maintenance (except the control apparatus) and operation of the existing traffic signals, with all revisions and additions, including the furnishing of electricity and the furnishing of all labor, tools and equipment necessary to replace broken or defective material and apparatus, and, when deemed necessary and upon the approval of the State, to install additional apparatus; all equipment and apparatus, whether replacements or additions, to be State furnished; maintenance to continue until such time as, by mutual agreement, it is no longer necessary or desirable.

#### ARTICLE II

IN CONSIDERATION of the covenants of the County herein contained and the faithful performance thereof, the State agrees:

1. To furnish and deliver as needed all electrical materials, equipment and apparatus necessary for the revisions and additions to the existing signals.

2. To furnish and provide engineering inspection and service at no expense to the County.

3. To fully maintain all control apparatus.

4. To furnish and deliver replacements for broken or defective materials and apparatus and when deemed necessary, additional apparatus as signal heads, phases and walk-wait heads.

#### ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

It is specifically understood and agreed that the State is bound by this agreement to furnish and deliver certain materials and apparatus, as hereinbefore stated, and that the County, in making revisions and additions to the traffic signals and the work incidental thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

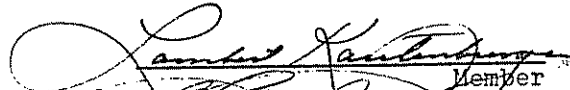
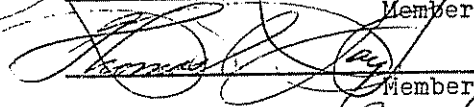
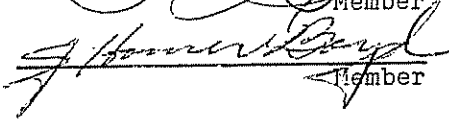
STATE OF ARIZONA

GEO. E. LANG  
State Highway Engineer

BY:   
C. B. BROWNING  
Deputy State Engineer

COUNTY OF PIMA

BY: BOARD OF SUPERVISORS

  
Member  
  
Member  
  
Member